



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**

Invitation for Bid

Department of Corrections Housing Unit Renovations

March 4, 2014

**Bid Due Date:** March 14, 2014 by 2:00 p.m. EST

**Bid Delivery Location:** Department of General Services  
Contracts & Procurement Division, 8<sup>th</sup> Floor  
2000 14<sup>th</sup> Street, NW  
Washington, DC 20009  
Attention: JW Lanum

**Pre-Bid Conference:** Friday, March 7, 2014 at 10:00 a.m. EST  
**Site Visit:** Department of Corrections  
Central Detention Facility (Warden's Conference Room)  
1901 D St., SE, Washington DC 20003

**Contact:** James Marshall  
Department of General Services  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20009

**Solicitation Number:** DCAM-14-CS-0117

## **SECTION A INTRODUCTION**

### **A.1 Executive Summary**

The Department of General Services (“Department” or “DGS”) on behalf of the Department of Corrections (IDOC) is issuing this Invitation for Bid (IFB) to engage a contractor to provide the general construction services required to modify forty (40) cells at the District's Central Detention Facility (CDF) as described in Section B. The modifications are intended to enhance the security and safety of the selected cells by upgrading them to make them safer for individuals housed in them and mitigate suicide risk.

### **A.2 Contract Type**

The contract awarded pursuant to this Invitation for Bid (IFB) will be a fixed price contract.

### **A.3 Contractor's Compensation**

Bidders are required to bid a lump sum price as described in Attachment A Offer Letter. The lump sum price will be the Bidder's sole compensation for work performed and as such shall be adequate to cover all of the Contractor's costs necessary to complete the project including but not limited to, labor, supervision, materials, equipment, insurance and bonds.

### **A.4 Form of Contract**

The Form of Contract will be issued by addendum to the solicitation. Bidders should carefully review the Form of Contract (Attachment B) when submitting their bid. To the extent there are any inconsistencies between this IFB and the Form of Contract, the Form of Contract will prevail. Bidders are further advised that they are required to submit their bid premised upon entering into a contract that is substantially similar to the Form of Contract.

### **A.5 Time is of the Essence**

Time is of the essence with respect to the contract. The Project must be substantially complete sixty (60) calendar days from the date specified in the written Notice to Proceed (NTP). As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner. Prior to submitting its bid, each bidder shall carefully consider the conditions.

### **A.6 Attachments**

- Attachment A Offer Letter
- Attachment B Form of Contract (To be Issued by Addendum)
- Attachment C Subcontracting Plan

- Attachment D First Source Employment Agreement
- Attachment E Standard Contract Provisions
- Attachment F Davis Bacon Wage Rates
- Attachment G Living Wage Act Notice and Fact Sheet
- Attachment H Reserved
- Attachment I Bid Bond Guaranty Certification
- Attachment J Tax Affidavit

**A.7 Procurement Schedule**

The schedule for this procurement is as follows:

Issue IFB	March 4, 2014
Pre-bid Conference/Site Visit	March 7, 2014
Last Day to Submit Requests for Explanations	March 10, 2014
Bids Due Date	March 14, 2014
Notice to Proceed	March 21, 2014

## **SECTION B: SCOPE OF WORK**

### **B.1 Background**

The District of Columbia Department of Corrections (DOC) provides public safety by ensuring the safe, secure and humane confinement of pretrial detainees, sentenced misdemeanants, and sentenced felons awaiting transfer to federal institutions. DOC is a major component of the District's public safety system. The Central Detention Facility (CDF), located at 1901 D St., Washington DC 20003 and constructed in 1976, is a 450,000 S.F. facility with 18 housing units spread over 3 floors and two buildings. The facility is designed to house detainees of all security levels with modern control and security systems installed. Due to the old design of the building and inherent physical constraints, DOC feels the need to enhance security and safety of selected cells by upgrading them to make them safer for individuals housed in them. The upgraded cells will help mitigate suicide risks by aiding officers to observe housed inmates more clearly and by eliminating physical structure(s) that might possibly be used as anchor points.

### **B.2 Scope Of Services**

**B.2.1** DOC is seeking a Contractor to provide all labor and supervision, material, tools, supplies and equipment required to modify the cells below as described in scope of services.

- a) 8 (eight) cells in housing unit South-1
- b) 8 (eight) cells in housing unit North East-1
- c) 8 (eight) cells in housing unit North-1
- d) 8 (eight) cells in housing unit South-3
- e) 8 (eight) cells in housing unit South-2

All cells are of similar design and dimension, 10' X 7' with minor structural variations.

### **B.2.2 Task Requirements**

The Contractor shall perform the following tasks:

- a) Cell Bunks and Towel Racks - The Contractor shall complete at a minimum the following tasks to modify each of the cell bunks and towel racks:
  - 1. Remove existing bunk from the cell and turn over to CDF Staff;
  - 2. Purchase new Ironman© Welded wall mount single bunk (Model No. B525-104) or equal; bunks shall be provided in factory finish paint in manufacturer's standard gray;
  - 3. Prepare and install bunks tight to the wall and without holes in the bunk pan;
  - 4. Bolt bunk with bunk in adjacent cell (to be confirmed with CDF Operations and Facilities Management prior to install).

5. Remove existing towel racks from desk, grind flush and prime paint area; and
  6. Dispose of bunks and towel racks.
- b) Cell Doors - The Contractor shall complete at a minimum the following tasks to modify each of the cell doors:
1. Remove existing sliding doors and turn over to CDF Staff;
  2. Purchase 35" hollow metal sliding door with upper and lower view lights, edge cut food pass door skirt and door closure plate ;
  3. Purchase, prep and install (2) pieces of 3/4" thick laminated polycarbonate in doors;
  4. Prep and install new cell doors;
  5. Adjust doors for alignment to lock bar and channel;
  6. Adjust or repair sliding door operator;
  7. Reuse of existing door pull and food pass lock on door;
  8. Finish paint or painting of item(s) installed;
  9. Dispose of removed doors from site;
- c) Vent Cover Screens - The Contractor shall complete at a minimum the following tasks to modify each of the vents:
1. Replace or repair vents (if needed);
  2. Purchase 16" x 35" hinged vent cover screen with 8 mesh, .047" diameter wire, stainless steel and primed steel frame;
  3. Prepare and install vent covers over existing vent; fasten screen to bulkhead with 'torx' security screws;
  4. Finish paint or painting of item installed;

### **B.2.3 General Requirements**

The Contractor shall comply with the following general requirements:

- a) Perform all work in strict accordance with the following:
1. Federal safety regulations and guidelines;
  2. District building codes and regulations;
  3. DOC policies, program statements, regulations and standards including drug testing, security and hot work program.
- b) Ensure that work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District of Columbia employees, contractor and/or visitors. All such barricades and safety procedures shall be subject to the approval of the COTR;

- c) Inspect all areas prior to installation of any new materials to determine any defects that may prevent proper installation of new material;
- d) Report conditions that would prevent proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected completely and a written decision provided;
- e) Perform requisite minor work to prep areas prior to performing the task requirements described in B.2.2;
- f) Develop and submit a work schedule for the review and approval of the Contracting Officers Technical Representative (COTR);
  - 1. Perform all work during the hours of 6:00 a.m. through 6:00 p.m., Monday through Friday, with approved weekends and night work. Work on holidays and weekends or change in work schedule shall be submitted by the Contractor forty-eight (48) hours in advance and approved by the COTR prior to performing work, unless it is an authorized emergency;
  - 2. Coordinate all work, schedule and logistics with other Contractor(s) through the COTR; provide at least a seventy-two (72) hour notice to the COTR if a utility shutdown is required in order to perform work. Before any work can begin, authorization must be given by the COTR;
- g) Ensure the delivery of all materials in good condition to the job site in the manufacturer's original unopened containers that bear the name and brand of the manufacturer;
- h) Install materials in strict accordance with the Original Equipment Manufacturers (OEM) recommendations;
- i) Protect all surfaces and work areas including but not limited to electrical wires, HVAC system, fiber network and RFID conduits;
- j) Exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces and existing structures which are excluded from the Scope of Services. Any and all damages to such adjacent equipment, surfaces, equipment and existing structures shall be fully restored or replaced by the Contractor at no cost to the District;
- k) Upon completion of the work and on a daily basis, the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and dust/debris from the job site without any delay out of the CDF. The Contractor shall not utilize any dumpster on the grounds of the facility for the disposal of any debris or

discarded equipment generated from the performance of the contract, unless explicitly permitted in writing.

- l) Provide names of technicians, tradesperson to DOC for background check and drug testing. All costs related to checks and drug testing will be borne by DOC. Contractor to comply with DOC's policy on background check and drug-testing at all times during the duration of the contract.

#### **B.2.4 Staff and Supervision**

**B.2.4.1** The Contractor shall provide the staff and supervision of staff necessary to successfully complete the project.

**B.2.4.2** The Contractor's staff and any subcontractor staff shall pass a criminal background check prior to working on this project. The Contractor shall provide the DOC with the following within two (2) days of the written Notice to Proceed for all employees to work on this project:

- a) A list of all employees including technicians and subcontractors to work on this project;
- b) A copy of all employees driver's license or state issued identification;
- c) List of vehicles and the license plate numbers

#### **B.2.5 Minimum Contractor Requirements**

The Contractor shall meet the following minimum requirements:

- a) Recognized as a certified detention equipment contractor;
- b) Have a minimum of five (5) years experience working in correctional facilities;
- c) Have demonstrated experience working on and modifying cell door systems;
- d) Have demonstrated experience working on PLC (Programmable Logic Control)-based cell door control system and integration from MCS-Detention.

## **SECTION C            ECONOMIC INCLUSION**

### **C.1    Preference for Small, Local, and Disadvantaged Business Enterprises**

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.43 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the bid.) In accordance with these laws, the following reductions in the Bidder's bid will apply:

- (a) Three percent for a small business enterprise;
- (b) Five percent for a resident-owned business;
- (c) Ten percent for a longtime resident business;
- (d) Two percent for a local business enterprise;
- (e) Two percent for a local business enterprise with its principal office located in an enterprise zone;
- (f) Two percent for a disadvantaged business enterprise;

Bidders may qualify for more than one of these categories, however the maximum reduction available under this section is 12 percent.

**C.1.1** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

### **C.2    Subcontracting**

**C.2.1** A Bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Bids responding to this IFB shall be deemed

nonresponsive and shall be rejected if the Bidder fails to submit a subcontracting plan that is required by law.

**C.2.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to small business enterprises; provided, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from small business enterprises; or

**C.2.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of C.2.1.1, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**C.2.2** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of Section C.2.1.

**C.2.3 Subcontracting Plan.** Bids in response to this IFB shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan (Attachment C) with its bid. Once the plan is approved by the Chief Contracting Officer (CCO), changes to the plan will only occur with the prior written approval of the CCO.

**C.2.4 Subcontractor Standards.** A prime contractor shall ensure subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

**C.2.5 Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month.

**C.2.6 Enforcement and Penalties for Breach of Subcontracting Plan.** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**C.2.6.1** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**C.2.6.2** A Contractor that is found to have willfully breached its approved subcontracting

plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

### **C.3 Residency Hiring and First Source Employment Requirements for Contractors and Subcontractors**

**C.3.1 District Residents Hiring.** At least fifty-one percent (51%) of the Bidder's employees and every subcontractor's employees hired after the Bidder enters into a contract with the Department, or after each subcontractor enters into a contract with the Bidder, to work on this contract, shall be residents of the District of Columbia. The Bidder and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

**C.3.2 First Source Employment Agreement.** The Bidder shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Bidder and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement (Attachment D) with the D.C. Department of Employment Services ("DOES"); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month.

## **SECTION D COMPLIANCE REQUIREMENTS**

### **D.1 Conformance with Laws**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

### **D.2 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

### **D.3 Standard Contract Provisions**

The Standard Contract Provisions (Attachment E) are applicable to this solicitation and resulting contract

### **D.4 Davis Bacon Act**

The Davis-Bacon Act is applicable to this solicitation. As such, the contractor and its trade contractors shall comply with the wage and reporting requirements imposed by the Davis-Bacon Act. The applicable rates are provided as Attachment F.

### **D.5 Living Wage Act**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment G).

## **SECTION E: INSURANCE AND BONDS REQUIREMENTS**

### **E.1 Required Insurance**

The Contractor shall maintain at a minimum the following types of insurance throughout the life of the contract:

- E.1.1 Commercial General Public Liability Insurance ("Liability Insurance")** against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year.
- E.1.2 Workers' Compensation and Employers Liability** coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subcontractors at or in connection with the Work.
- E.1.3 Automobile Liability**, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

### **E.2 Additional Insured**

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **E.3 Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **E.4 Strength of Insurer**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

## **E.5 Bid Bond**

Bidders are required to submit with their proposal a bid bond in the amount of \$30,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Bidders may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event a Bidder who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Bidder shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Bidder chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Bidder must complete the form included as Attachment J and return, notarized, with the Bidder's submission. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Bidder has failed to enter into a contract consistent with the terms of this procurement and the Bidder's bid submitted thereunder.

## **E.6 Contractor's Payment and Performance Bond**

The Contractor shall be required to post a payment and performance bond having a penal value equal to the Lump Sum Price.

## **SECTION F: EVALUATION AND AWARD CRITERIA**

### **F.1 Method of Award**

The contract will be awarded to the qualified bidder whose bid is responsible and responsive to the IFB and is most advantageous to the Department considering only price and the minimum contractor qualifications described in Section B.2.5.

**SECTION G: SUBMISSION OF BIDS**

**G.1 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

Department of General Services  
Attention: JW Lanum  
Associate Director/Contracting Officer  
2000 14th Street, NW 8th Floor  
Washington, DC 20009

**G.2 Preparation and Submission of Bids**

**G.2.1** Bidders shall submit a signed original and three (3) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted as specified in Section G.1 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-14-CS-0117 – Department of Corrections Housing Unit Renovations"

**G.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**G.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**G.2.4** Bidders shall make no changes to the requirements set forth in the solicitation.

**G.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 p.m. on March 14, 2014. The Bidder assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

**G.4 Tax Affidavit**

Each Bidder must submit a tax affidavit provided in Attachment J. In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government.

## **G.5 Bid Documents**

Each Bidder shall submit the following documents in response to this IFB:

- Offer Letter (Attachment A)
- Subcontracting Plan (Attachment C)
- First Source Employment Agreement (Attachment D)
- Bid Bond Form (Attachment H)
- Bid Bond Guaranty Certification (Attachment I), as applicable
- Tax Affidavit (Attachment J)
- Verifiable information which provides evidence that the Bidder meets minimum requirements discussed in B.2.5, i.e. past performance letters, reference letters, certifications

## **SECTION H: BIDDING PROCEDURES & PROTESTS**

### **H.1 Contact Person**

For information regarding this IFB please contact:

James Marshall  
Contract Specialist  
2000 14th Street, NW, 8th Floor  
Washington, D.C. 20009  
Phone: (202) 727-7119  
james.marshall@dc.gov

### **H.2 Pre-bid Conference**

A mandatory pre-bid conference will be held on Friday,, March 7, 2014 at 10:00 AM at Department of Corrections Central Detention Facility (Warden's Conference Room) 1901 D St., SE, Washington DC 20003

### **H.3 Explanations to Prospective Bidders**

Each Bidder should carefully examine this IFB and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should a Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit questions, requests for interpretation or correction in writing. Written questions, requests for interpretation or correction shall be sent to James Marshall at james.marshall@dc.gov no later than 2:00PM Monday March 10, 2014. The person making the request shall be responsible for prompt delivery.

Any information given to a Bidder concerning the solicitation shall be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract shall not be binding.

### **H.3 Examination of Submissions**

Bidders are expected to examine the requirements and all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Bidder and may result in disqualification.

#### **H.4 Late Submissions: Modifications**

- a) Notwithstanding any other provisions of this IFB to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- b) Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

#### **H.5 Retention of Submissions**

All submissions shall be retained by the Department and therefore shall not be returned to the Bidders. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

#### **H.6 No Compensation for Preparation of Submissions**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

#### **H.7 Bid Opening**

#### **H.8 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

- a) To cancel this solicitation or reject all submissions.
- b) To reject submissions that fail to prove the Bidder's responsibility.
- c) To reject submissions that contain conditions and/or contingencies that the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d) To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Bidder.
- e) To take any other action within the applicable Procurement Regulations or law.

- f) To reject the submission of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such submission

#### **H.9 Contract Award**

This procurement is being conducted in accordance with Title 27 of the District's Municipal Regulations (DCMR), Section 4720, Sealed Bidding.

#### **H.10 Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering proposals. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

#### **H.11 Limitation of Authority**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this IFB is not effective or binding unless made in writing and signed by the CEO or its authorized representative.